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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Janardhanan S. AJIT

Appl. No.: 10/617,874

Filed: July 14, 2003

For: **I/O Circuit Using Low Voltage  
Transistors Which Can Tolerate  
High Voltages Even When Power  
Supplies Are Powered Off**

Confirmation No.: 3434

Art Unit: 2816

Examiner: To Be Assigned

Atty. Docket: 1875.2120003

**Petition Under 37 C.F.R. § 1.47(b)**

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Sir:

In accordance with the requirements of 37 C.F.R. § 1.47(b) and M.P.E.P. § 409.03(b), Petitioners have filed herewith the following documents:

- (1) A Declaration for patent application executed by Ms. Dee Henderson on behalf of non-signing inventor, Janardhanan S. Ajit, fulfilling the requirements of 37 C.F.R. § 1.47(b);
- (2) A copy of the non-signing inventor's employee agreement;
- (3) Statement of Facts In Support Of Filing On Behalf Of Non-Signing Inventor Under 37 C.F.R. § 1.47(b) from Theodore A. Wood, Esq.

The Declaration for Patent Application has been signed on behalf of the inventor by Ms. Dee Henderson, Intellectual Property Manager, Broadcom Corporation (inventor's former employer). The invention was made by non-signing inventor, Janardhanan S. Ajit, while employed by the Broadcom Corporation. Further, the inventor agreed in writing to assign the above entitled application to the Broadcom Corporation (Broadcom) in Section 4.2 of the inventor's employee agreement. A copy of the inventor's employee agreement is attached hereto.

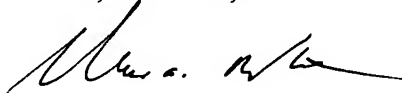
Since the inventor agreed in writing to assign the subject application to Broadcom, Broadcom is therefore justified to make application for patent on behalf of the inventor. The Declaration for patent application has not been executed by Janardhanan S. AJIT. Petitioner submits that the Declaration for patent application signed by Ms. Dee Henderson, should be considered. *See* M.P.E.P. § 409.03(b)(A). The Declaration for patent application also indicates the last known address of the non-signing inventor as required by M.P.E.P. § 409.03(a)(C).

Petitioner further submits that the non-signing inventor's agreement to assign the above entitled application to the Petitioner, as stated in the inventor's employee agreement, establishes Petitioner's propriety interest and title in the application.

The Statement of Facts In Support Of Filing On Behalf Of Non-Signing Inventor Under 37 C.F.R. § 1.47(b) from Theodore A. Wood, Esq., provides proof of the pertinent facts that the non-signing inventor will not sign the Declaration for patent application. Petitioner therefore respectfully submits that the documents and fees filed herewith satisfy all the requirements of 37 C.F.R. § 1.47(b) and M.P.E.P. §§ 409.03(b), (d), (e), and (f). Accordingly, Petitioner respectfully request that the Petition Under 37 C.F.R. § 1.47(b) be granted.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.



Theodore A. Wood  
Attorney for Petitioner  
Registration No. 52,374

Date: March 3, 2004

1100 New York Avenue, N.W.  
Washington, D.C. 20005-3934  
(202) 371-2600

## POWER OF ATTORNEY FROM ASSIGNEE

**Broadcom Corporation**, a corporation of **California**, having a principal place of business at **16215 Alton Parkway, Irvine, CA 92618-3616**, is assignee of the entire right, title, and interest for the United States of America (as defined in 35 U.S.C. §100), by reason of an Assignment to the Assignee executed on \_\_\_\_\_ of an invention known as **I/O Circuit Using Low Voltage Transistors Which Can Tolerate High Voltages Even When Power Supplies Are Powered Off**, (Attorney Docket No. **1875.2120003**), that is disclosed and claimed in a patent application of the same title by the inventor **Janardhanan S. AJIT** (said application filed on **July 14, 2003** at the U.S. Patent and Trademark Office, having Application Number **10/617,874**).

For the purpose of PAIR, the Customer Number is 26111.

The Assignee hereby appoint the U.S. attorneys associated with **CUSTOMER NUMBER 28393** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being: Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987. The Assignees hereby grant said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send correspondence to:

Customer Number 26111  
STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.  
1100 New York Avenue, N.W.  
Washington, D.C. 20005-3934  
U.S.A.

Direct phone calls to 202-371-2600.

FOR: Broadcom Corporation

SIGNATURE: 

BY: Dee Henderson  
Manager, Intellectual Property Portfolio

TITLE: \_\_\_\_\_

DATE: February 27, 2004



PTO/SB/96 (08-03)

Approved for use through 07/31/2006. OMB 0651-0031  
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**STATEMENT UNDER 37 CFR 3.73(b)**

1875.2120003

Applicant/Patent Owner: Janardhanan S. AJITApplication No./Patent No.: 10/617,874 Filed/Issue Date: July 14, 2003Entitled: I/O CIRCUIT USING LOW VOLTAGE TRANSISTORS WHICH CAN TOLERATE HIGH VOLTAGES EVEN WHEN POWER SUPPLIES ARE POWERED OFFBroadcom Corporation, a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ % in the patent application patent identified above by virtue of either:
- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

February 27, 2004  
Date  
949-450 8700  
Telephone number

Dee Henderson  
Typed or printed name  
[Signature]  
Signature  
Manager, IP Portfolio  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you are required to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



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**DECLARATION FOR UTILITY OR  
DESIGN  
PATENT APPLICATION  
(37 CFR 1.63)**

☐ Declaration  
Submitted  
With Initial  
Filing

OR

☒ Declaration  
Submitted after Initial  
Filing (surcharge  
(37 CFR 1.16 (e))  
required)

Attorney Docket Number  
1875.2120003

First Named Inventor  
Janardhanan S. AJIT

COMPLETE IF KNOWN

Application Number  
10/617,874

Filing Date  
July 14, 2003

Art Unit  
2816

Examiner Name  
To Be Assigned

I hereby declare that:

Each inventor's residence, mailing address, and citizenship are as stated below next to their name.

I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

I/O CIRCUIT USING LOW VOLTAGE TRANSISTORS WHICH CAN TOLERATE HIGH VOLTAGES EVEN  
WHEN POWER SUPPLIES ARE POWERED OFF

(Title of the Invention)

the specification of which

☐ is attached hereto

OR

☒ was filed on (MM/DD/YYYY)

July 14, 2003

as United States Application Number or PCT International

Application Number: 10/617,874 and was amended on (MM/DD/YYYY) (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				Yes	No
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto.

[Page 1 of 2]

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 21 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

**DECLARATION — Utility or Design Patent Application**

Direct all correspondence to: <input checked="" type="checkbox"/> Customer Number: <span style="border: 1px solid black; padding: 2px 10px;">26111</span> OR <input type="checkbox"/> Correspondence address below			
Name Sterne, Kessler, Goldstein & Fox P.L.L.C.			
Address			
City		State	ZIP
Country	Telephone	Fax	
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.			
NAME OF SOLE OR FIRST INVENTOR:		<input checked="" type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any)) <div style="text-align: right;">Janardhanan S.</div>		Family Name or Surname <div style="text-align: right;">AJIT</div>	
Inventor's Signature <i>Dee Henderson, Intellectual Property Manager, Broadcom Corporation, Inventor's Former Employer</i>		Date <i>February 27, 2004</i>	
Residence: City <div style="text-align: center;">Irvine</div>	State <div style="text-align: center;">California</div>	Country <div style="text-align: center;">United States</div>	Citizenship <div style="text-align: center;">United States</div>
Mailing Address <div style="text-align: center;">12 Woodrush</div>			
City <div style="text-align: center;">Irvine</div>	State <div style="text-align: center;">California</div>	ZIP <div style="text-align: center;">92604</div>	Country <div style="text-align: center;">U.S.A.</div>
NAME OF SECOND INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any))		Family Name or Surname	
Inventor's Signature		Date	
Residence: City	State	Country	Citizenship
Mailing Address			
City	State	ZIP	Country
<input type="checkbox"/> Additional inventors or a legal representative are being named on the _____ supplemental sheet(s) PTO/SB/02A or 02LR attached hereto.			



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Janardhanan S. AJIT

Appl. No.: 10/617,874

Filed: July 14, 2003

For: **I/O Circuit Using Low Voltage  
Transistors Which Can Tolerate High  
Voltages Even When Power Supplies  
Are Powered Off**

Confirmation No.: 3434

Art Unit: 2816

Examiner: To Be Assigned

Atty. Docket: 1875.2120003

**Statement Of Facts In Support of Filing On Behalf Of Non-Signing  
Inventor Under 37 C.F.R. § 1.47(b)**

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Sir:

I, Theodore A. Wood, hereby declare:

1. I am making this statement of facts in support of filing on behalf of non-signing inventor under 37 C.F.R. § 1.47(b) with regards to U.S. Non-Provisional Patent Application No. 10/617,874, filed July 14, 2003 (which is a Continuation-In-Part of U.S. Patent Application No. 10/043,788, filed January 9, 2002) (hereinafter referred to as the "patent application").

2. I am registered to practice before the U.S. Patent and Trademark Office (USPTO) with Reg. No. 52,374.

3. I am employed at the law firm of Sterne, Kessler, Goldstein & Fox, P.L.L.C. (hereinafter "SKGF"), 1100 New York Avenue, N.W., Washington, D.C. 20005-3934.

4. Mr. Janardhanan S. Ajit is the sole inventor named in the patent application. His last known address as of July 10, 2003, is as follows:

12 Woodrush, Irvine, California 92604.

5. The invention was made by Mr. Janardhanan S. Ajit during the time Mr. Ajit was an employee with the Broadcom Corporation, 16215 Alton Parkway, Irvine, California 92618. At the start of his employment, Mr. Ajit agreed in writing to assign all inventions and that all inventions were the sole property of the Broadcom Corporation (please see the attached employee agreement, Sec. 4.2).

6. Mr. Janardhanan S. Ajit is no longer employed at Broadcom Corporation, 16215 Alton Parkway, Irvine, California 92618.

7. On February 11, 2003, we attempted to contact Mr. Janardhanan S. Ajit at Broadcom Corporation to inform him that we were sending the first draft of the patent application to him for review. We were informed via return email on February 11, 2003 that Mr. Janardhanan S. Ajit is no longer employed at Broadcom Corporation. We sent the email to Mr. Janardhanan S. Ajit to his last known home email address of [jsajit2002@yahoo.com](mailto:jsajit2002@yahoo.com).

8. On February 20, 2003, we spoke with Mr. Janardhanan S. Ajit at his home, and requested technical support for filing the non-provisional application at the USPTO. Mr. Ajit indicated in that telephone call that he was unwilling to assist us in filing the non-provisional application. He said that he would have to call us back.

9. On February 21, 2003, we had not received a return telephone call from Mr. Janardhanan S. Ajit. We called his home telephone again, and left a message.

10. On May 15, 2003, we sent the final patent application with Declaration and Assignment documents to Mr. Janardhanan S. Ajit, at his home address via Federal Express. We also sent an email to inform him that this Federal Express package was being sent to him.

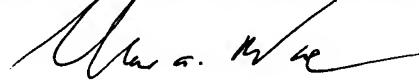
11. On July 10, 2003, we sent the final patent application with Declaration and Assignment documents again to Mr. Janardhanan S. Ajit, at his home address via Federal Express. We sent an email to inform him again that this Federal Express package was being sent to him.

12. Federal Express attempted to deliver the July 10, 2003 package three (3) times to Mr. Janardhanan S. Ajit. The first delivery attempt was on July 11, 2003 at 9:18 a.m. The second delivery attempt was on July 14, 2003 at 13:25 p.m.. The third and final delivery attempt was on July 15, 2003 at 15:07 p.m. Mr. Janardhanan S. Ajit would not take delivery of this package. No response was ever received from him.

I declare that all statements made herein of my own knowledge are true and that all statements made on information from review of the file history of the patent application are believed to be true, and further that these statements were made with the knowledge that willful false statements or the like so made are punishable by fine or imprisonment or both under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the patent application or any patent issued thereon.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.



Theodore A. Wood  
Attorney for Applicant  
Registration No. 52,374

Date: March 3, 2004

1100 New York Avenue, N.W.  
Washington, D.C. 20005-3934  
(202) 371-2600



**STATEMENT REGARDING CONFIDENTIALITY  
AND INVENTION ASSIGNMENT AGREEMENT**

Attached to this statement is your Confidentiality and Invention Assignment Agreement ("Agreement") with Broadcom Corporation (the "Company").

Please take your time to review the Agreement carefully. The Agreement contains material restrictions on your right to disclose or use, during or subsequent to your employment, information learned or developed by you during your employment.

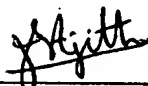
The Company considers this Agreement to be vitally important to the protection of its business. The Company intends to enforce the terms of the Agreement and to seek appropriate injunctions or restraining orders, as well as money damages, should you violate the Agreement.

If you have any questions concerning the Agreement, you may wish to consult an attorney. The employees and agents of the Company are not authorized to, and will not give you legal advice concerning the Agreement.

If you have read and understand the Agreement, and if you agree to its terms and conditions, please return a fully executed copy thereof to the Company, retaining one copy for yourself.

Reviewed and Understood:

Dated: 9/15/00

  
\_\_\_\_\_  
(Signature of Employee)

JANARDHANAN S ASIT  
(Print Name of Employee)

## **CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT**

THIS CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT ("Agreement") is entered into on September 15, 2000, between Broadcom Corporation (the "Company") and JANARDHANAN S AJIT, ("Employee").

In consideration of Employee's employment by the Company and the compensation paid to Employee, Employee hereby acknowledges and agrees with the Company as follows:

### **Part 1. Effectiveness**

This Agreement shall become effective on the earlier of (1) the commencement of Employee's employment with the Company, or (2) the date and time at which any Confidential Information (as defined in Section 2.1 below) was or is first disclosed to Employee.

### **Part 2. Protection of Company's Confidential Information; Noncompetition**

**2.1 Confidential Information.** The Company has and will develop, compile, and own certain proprietary techniques and confidential information that have great value in its business (said techniques and information are referred to in this Agreement collectively as ("Confidential Information")). The Company has and will also have access to Confidential Information of its Clients. ("Clients" shall mean any persons or entities for whom the Company performs services or from whom the Company or Employee obtains information). Confidential Information includes not only information disclosed by the Company or its Clients to Employee in the course of his or her employment, but also information developed or learned by Employee during the course of his or her employment with the Company, such as Inventions (as defined in Section 4.1 below). Confidential Information includes all information that has or could have commercial value or other utility in the business in which the Company or Clients are engaged or in which they contemplate engaging. Confidential Information also includes all information of which the unauthorized disclosure is or could be detrimental to the interests of the Company or Clients, whether or not such information is identified as Confidential Information by the Company or Clients. By example and without limitations, Confidential Information includes any and all

information concerning teaching techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, and customer supplier identities, characteristics and agreements.

**2.2 Protection of Confidential Information.** Employee agrees that at all times during or after his or her employment, he or she will hold in trust, keep confidential, and not disclose to any third party or make use of the Confidential Information of the Company or Clients and in the course of his or her employment with the Company. Employee further agrees not to cause the transmission, removal, or transport of Confidential Information or Inventions from the Company's principal place of business at 16215 Alton Parkway, Irvine, CA 92618, or such other place of business specified by the Company, without prior written approval of the President of the Company (the "President"). In the event that Employee desires to publish the results of his or her work for the Company through literature or speeches, Employee agrees to submit such literature or speeches to the President at least ten (10) days before dissemination of such information for a determination of whether such disclosure may destroy trade secret status or be highly prejudicial to the interests of the Company or its Clients, or whether disclosure may constitute an invasion of their privacy. Employee agrees not to publish, disclose, or otherwise disseminate such information without prior written approval of the President. Employee acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of the Company or its Clients may be highly prejudicial to their interests, an invasion of privacy, and an improper disclosure of trade secrets. Whenever the approval, designation, specification, or other act of the President is required under this Agreement, the President may, by written designation, authorize an agent of the Company to perform such act.

**2.3 Noncompetition During Employment.** Except with the express prior written consent of the President, Employee agrees that he or she will not, during the period of his or her employment with the Company; (1) engage in any employment or activity other than for the Company in any business in which the Company is engaged or contemplates engaging; (2) induce any other employee of or consultant to the Company to engage in any such employment

or activity; or (3) solicit any Clients or potential Clients of the Company for services similar to those performed by the Company even though not directly competitive with such services.

### **Part 3. Prior Knowledge and Relationships**

**3.1 Prior Knowledge and Inventions.** Except as disclosed on Schedule A to this Agreement, Employee does not know anything about the Company's Confidential Information, other than the information he or she has learned from the Company. Employee has also disclosed on Schedule A, a complete list of all Inventions proprietary to Employee and which Employee wants to exclude from the application of this Agreement. The Company agrees to receive and hold all such disclosures in confidence.

**3.2 Prior Commitments.** Employee has no other agreements, relationships, or commitments to any other person or entity that conflict with Employee's obligations to the Company under this Agreement.

**3.3 Proprietary Information or Trade Secrets of Others.** Employee will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Employee represents and warrants that he or she has returned all property and Confidential Information belonging to all prior employers.

### **Part 4. Assignment of Employee Inventions**

**4.1 Disclosure.** Employee will promptly disclose in writing, to the Company, all discoveries, developments, designs, ideas, improvements, inventions, formulas, programs, devices, processes, techniques, know-how, data and original materials, (whether or not patentable or registerable, under copyright or similar statutes) made, conceived, reduced to practice, or learned by Employee (either alone or jointly with others) during the period of his or her employment, that are related to or useful in the business of the Company, or which result from tasks assigned to Employee by the Company, or from the use of premises owned, leased, or otherwise acquired by the Company, (all of the foregoing are referred to in this Agreement as "Inventions"). As used herein, the term Inventions shall include, without limitation, all notes, records, specifications, flow charts and documentation relating to the Inventions.

**4.2 Assignment of Inventions.** Employee acknowledges and agrees that all Inventions belong to and shall be the sole property of the Company and shall be Inventions of the Company subject to the provisions of this Agreement. Employee irrevocably assigns to the Company all right, title, and interest Employee may have or may acquire in and to all Inventions, including, without limitation, copyright, trademark, trade secret, patent and mask work right. Employee acknowledges and agrees that no rights relating to any Invention are reserved to Employee. Employee agrees to sign and deliver to the Company (either during or subsequent to his or her employment) such other documents as the Company considers desirable to evidence or effect the assignment of all rights of Employee, if any, in any Inventions to the Company and the Company's ownership of such Inventions. Any provision in this Agreement requiring Employee to assign rights to an Invention does not apply to any Invention that qualifies under California Labor Code §2870, which section is reproduced in the Written Notification to Employee attached to this Agreement as Schedule B.

**4.3 Power of Attorney.** In the event the Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, whether due to mental or physical incapacity or other cause, Employee hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as his or her agent and attorney-in-fact, to act for and in his or her behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee.

## **Part 5. Termination of Employment**

**5.1 Delivery of Documents and Data on Termination of Employment.** In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees, promptly and without request, to deliver to and inform the Company of all documents and data pertaining to his or her employment and the Confidential Information and Inventions of the Company or Clients, whether prepared by Employee or otherwise coming into his or her possession or control, and to sign the Termination Certification attached to this

Agreement as Schedule C. Employee will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of the Company or Clients. Employee recognizes that the unauthorized taking of any of the Company's trade secrets is a crime under California Penal Code §499(c) and is punishable by imprisonment in a state prison or in a county jail for a time not exceeding one year, or by a fine not exceeding five thousand dollars (\$5,000), or by both such fine and such imprisonment. Employee further recognizes that such unauthorized taking of the Company's trade secrets could also result in civil liability under California's Uniform Trade Secrets Act (Civil Code §§3426-3426.1), and that willful misappropriation may result in an award against Employee for triple the amount of the Company's damages and the Company's attorneys' fees in collecting such damages.

**5.2 Obligations of Employee After Termination of Employment.** In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees that he or she will protect the value of Confidential Information and Inventions of the Company and Clients and will prevent their misappropriation or disclosure. Employee will not disclose or use to his or her benefit (or the benefit of any third party) or to the detriment of the Company or its Clients any Confidential Information or Invention. Employee further agrees that for a period of one year immediately following termination (voluntary or otherwise) of Employee's employment with the Company, Employee shall not interfere with the business of the Company by inducing an employee to leave the Company's employ or by inducing a consultant to sever the consultant's relationship with the Company.

## **Part 6. Additional Provisions**

**6.1 Injunction Relief.** Because Employee's breach of this Agreement may cause the Company irreparable harm for which money is inadequate compensation, Employee agrees that the Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

**6.2 Attorneys' Fees.** If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

**6.3 Understanding.** Employee acknowledges and agrees that the protections set forth in this agreement are a material condition to his or her employment with and compensation by the Company.

**6.4 Amendment and Binding Effect.** This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Employee, and is for the benefit of the Company and its successors and assigns.

**6.5 Governing Law.** This Agreement shall be governed by the laws of the State of California.

**6.6 Entire Understanding.** This Agreement expresses the entire understanding of the parties about the described subject matter.

**6.7 Cumulative Remedies.** Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by the Company of any failure by Employee to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any promise or condition. No waiver by the Company or any right shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.


**6.8 Severability.** If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted to as best to effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

**6.9 Employment at Will.** Employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of the Company or the Employee. Nothing contained in this Agreement shall limit or otherwise alter the foregoing.

CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAKE DURING YOUR EMPLOYMENT, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR EMPLOYMENT.

EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE HAS COMPLETELY FILLED OUT SCHEDULE A TO THIS AGREEMENT AND HAS RECEIVED A COPY OF THE WRITTEN NOTIFICATION TO EMPLOYEE CONTAINING LABOR CODE §2870.

Dated: 9/15/00

  
(Signature of Employee)

Address for Notifications

JANARDHANAN S ASIT  
(Name of Employee)

455 Costa Mesa Terrace #E  
(Street Address)

Sunnyvale, CA 94085  
(City, State, Zip Code)

Dated: 9/15/00

BROADCOM CORPORATION

A California corporation

By: 

## SCHEDULE A. EMPLOYEE STATEMENT

1. **Confidential Information.** Except as set forth below, I acknowledge at this time that I know nothing about the business or Confidential Information or Inventions of the Company or its Clients, except information that has been disclosed to me by the Company or its Clients (if none, so state): (specify information known about the Company or its Clients)

none

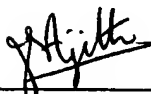
2. **Prior Inventions.** Except as set forth below, I acknowledge at this time that I have not made or reduced to practice (alone or jointly with others) any inventions (if none, so state): (specify inventions)

~~none~~ 50 patents issued - see attachment  
Several pending on I/O Circuits, ESD structures

3. **Conflicting Relationships.** Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with my relationship with the Company under my Confidentiality and Inventions Assignment Agreement (if none, so state): (specify inventions)

none

Dated: 9/15/00

  
(Signature of Employee)

JANARDHANAN S ASIT  
(Print Name of Employee)

## **SCHEDULE B. WRITTEN NOTIFICATION TO EMPLOYEE**

In accordance with California Labor Code §2872, you are hereby notified that your Confidentiality and Inventions Assignment Agreement does not require you to assign the Company any Invention for which no equipment, supplies, facility or trade secret information of the Company was used and that was developed entirely on your own time, and does not relate to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or does not result from any work performed by you for the Company.

Following is the text of California Labor Code §2870:

"(a) any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to the assigned under subdivision (a), the provision is against the public policy of its state and is unenforceable."

I hereby acknowledge receipt of this written notification.

Dated: 9/15/00

  
(Signature of Employee)

JANARDHANAN S AJIT  
(Print Name of Employee)

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Patent ▼	Issued ▼	Title ▲	(To sort a column, click ▼ )
<a href="#">FR02723260B1</a>	07/16/1999	THYRISTOR A TROIS BORNES AVEC CARACTERISTIQUES COMMANDEES PAR UNE SEULE GACHETTE MOS	
<a href="#">FR02723259B1</a>	07/02/1999	THYRISTOR A COMMANDE PAR MOS AYANT DES CARACTERISTIQUES DE SATURATION DE COURANT	
<a href="#">FR02722335B1</a>	07/02/1999	THYRISTOR BIDIRECTIONNEL A CAPACITE DE BOEPCAGE PAR STRUCTURE MOS A GRILLE UNIQUE	
■ <a href="#">US05910664</a>	06/08/1999	Emitter-switched transistor structures	
<a href="#">SG00064402A1</a>	04/27/1999	SIC SEMICONDUCTOR DEVICE	
<a href="#">SG00064284A1</a>	04/27/1999	BIDIRECTIONAL THYRISTOR WITH MOS TURN-OFF CAPABILITY WITH A SINGLE GATE	
■ <a href="#">US05877515</a>	03/02/1999	Sic semiconductor device	
<a href="#">FR02725308B1</a>	08/21/1998	MOSFET A DEPLETION EN TRANCHES	
■ <a href="#">US05793066</a>	08/11/1998	Base resistance controlled thyristor structure with high-density layout for increased current capacity	
■ <a href="#">US05783474</a>	07/21/1998	Reduced mask process for manufacture of M gated devices using dopant-enhanced- oxidation of semiconductor	
■ <a href="#">US05757034</a>	05/26/1998	Emitter switched thyristor	
■ <a href="#">US05757033</a>	05/26/1998	Bidirectional thyristor with MOS turn-off capability with a single gate	
■ <a href="#">WO09820562A1</a>	05/14/1998	HIGH-VOLTAGE TRANSISTOR WITH MULTI-LAYER CONDUCTION REGION ANDMETHOD OF MAKING THE SAME	

IT01282644B1 03/31/1998 PROCESSO DI MASCHERATURA RIDOTTO PER LA  
FABBRICAZIONE DI DISPOSITIVI A PORTE MOS

SG00047177A1 03/20/1998 BASE RESISTANCE CONTROLLED THYRISTOR  
STRUCTURE WITH HIGH-DENSITY LAYOUT FOR  
INCREASED CURRENT CAPACITY

☒ US05719411 02/17/1998 Three-terminal MOS-gate controlled  
thyristor structures with current  
saturation characteristics

IT96500304A1 08/18/1997 PROCESSO DI MASCHERATURA RIDOTTO PER LA  
FABBRICAZIONE DI DISPOSITIVI A PORTE MOS

JP09172159A2 06/30/1997 SIC SEMICONDUCTOR DEVICE

DE19638381A1 06/12/1997 BASISWIDERSTAND-GESTEUERTE  
THYRISTORSTRUKTUR

DE19641839A1 05/15/1997 HALBLEITER-BAUTEIL

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■ <a href="#">US05629535</a>	05/13/1997	Bidirectional thyristor with MOS turn-on and turn-off capability
<a href="#">FR02740907A1</a>	05/09/1997	DISPOSITIF A SEMICONDUCTEUR UTILISANT LE CARBURE DE SILICIUM
<a href="#">JP09116134A2</a>	05/02/1997	BASE-RESISTANCE CONTROL THYRISTOR STRUCTURE HAVING HIGH-DENSITY LAYOUT FOR INCREASED CURRENT CAPACITY
■ <a href="#">US05623151</a>	04/22/1997	MOS-gated power semiconductor devices with conductivity modulation by positive feedback mechanism
<a href="#">FR02739224A1</a>	03/28/1997	STRUCTURE DE THYRISTOR COMMANDE PAR RESISTANCE DE BASE PRESENTANT UNE IMPLANTATION HAUTE DENSITE POUR UNE CAPACITE DE COURANT AUGMENTEE
■ <a href="#">US05581100</a>	12/03/1996	Trench depletion MOSFET
<a href="#">SG00033472A1</a>	10/18/1996	TRENCH DEPLETION MOSFET
<a href="#">SG00033435A1</a>	10/18/1996	THREE-TERMINAL THYRISTOR WITH SINGLE MOS-GATE CONTROLLED CHARACTERISTICS
<a href="#">SG00033386A1</a>	10/18/1996	MOS-CONTROLLED THYRISTOR WITH CURRENT SATURATION CHARACTERISTICS
<a href="#">JP08250512A2</a>	09/27/1996	METHOD FOR MANUFACTURING MOS-GATED DEVICE
■ <a href="#">US05557127</a>	09/17/1996	Termination structure for mosgated device with reduced mask count and process for its manufacture
<a href="#">FR02730859A1</a>	08/23/1996	PROCEDE A MASQUAGE REDUIT POUR LA FABRICATION DE COMPOSANTS MOS A GRILLE

DE19547756A1 08/22/1996 VERFAHREN ZUR HERSTELLUNG VON MOS-GATE-  
GESTEUERTEN BAUTEILEN

JP08172181A2 07/02/1996 TWO-WAY THYRISTOR

JP08107204A2 04/23/1996 HIGH POWER MOS TYPE FIELD-EFFECT TRENCH  
TRANSISTOR DEVICE

FR02725308A1 04/05/1996 MOSFET A DEPLETION EN TRANCHES

DE19530109A1 04/04/1996 HOCHLEISTUNGS-GRABEN-MOSFET-TRANSISTOR

JP08083897A2 03/26/1996 MOS-CONTROLLED THYRISTOR

☒ US05498884 03/12/1996 MOS-controlled thyristor with current  
saturation characteristics

JP08051197A2 02/20/1996 MOS CONTROLLED THYRISTOR WITH CURRENT  
SATURATION CHARACTERISTICS

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GACHETTE MOS

FR02723259A1 02/02/1996 THYRISTOR A COMMANDE PAR MOS AYANT DES  
CARACTERISTIQUES DE SATURATION DE COURANT

DE19526537A1 02/01/1996 THYRISTOR

DE19523172A1 02/01/1996 BIDIREKTIONALER THYRISTOR

DE19521751A1 02/01/1996 MOS-GESTEUERTER THYRISTOR

FR02722335A1 01/12/1996 THYRISTOR BIDIRECTIONNEL A CAPACITE DE  
BOEPCAGE PAR STRUCTURE MOS A GRILLE UNIQUE

☒ US05483087 01/09/1996 Bidirectional thyristor with MOS turn-off  
capability with a single gate

GB02290659A 01/03/1996 MOS-CONTROLLED THYRISTOR WITH CURRENT  
SATURATION CHARACTERISTICS

☒ US05474946 12/12/1995 Reduced mask process for manufacture of M  
gated devices

☒ US05444272 08/22/1995 Three-terminal thyristor with single MOS-  
gate controlled characteristics

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